

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
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San Francisco



## HOLIDAY PROVISIONS

FOR

**LIGHT FIXTURE MAINTENANCE:**  
**FIXTURE WASHER: FIRST 1750 HOURS**  
**FIXTURE WASHER: BEYOND 1750 HOURS**  
**SERVICE TECHNICIAN: TECH I (0-6 MONTHS)**  
**SERVICE TECHNICIAN: TECH II (OVER 6 MONTHS)**

IN

FRESNO, KINGS, MADERA, AND TULARE COUNTIES

## **LIGHT FIXTURE MAINTENANCE AGREEMENT**

This AGREEMENT, entered into between the FIXTURE MAINTENANCE EMPLOYERS whose names are affixed to the final sheet of this Agreement, hereinafter called the "EMPLOYER" and Local Union 100, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "UNION".

### **BASIC PRINCIPLES**

The Fixture Maintenance Employers and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a harmonious relationship is essential to the protection of their mutual interest and that of the public. Progress in the industry demands a more uniform and universal relationship between the electrical construction trade. Seeking harmony, cooperation and fair play, it is expected that the terms of this Agreement be accepted in their intent, and no attempt be made to stand on technicalities.

### **SCOPE OF WORK**

The scope and classification of work to be performed by the employees covered under this Agreement shall include:

Any electrical alteration within an existing lighting fixture enclosure on the premises of a customer, including the removal of the fixture from its supporting structure if said removal is 15% or less of the project, such alterations shall include cleaning of all types of lighting fixtures, lenses and diffusers in luminous ceilings and all types of diffused ceiling or area lighting installations; and the replacement of lamps, tubes starters, sockets, and ballasts or similar equipment, shall not include the replacement of wire other than fixture wire within the individual fixture enclosure. Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

Employees covered under this Agreement will not be allowed to perform these tasks on any construction site or premises where inside wiremen are altering or renovating existing structures, or in public gathering places where building tradesmen are normally used to set up facilities, without the written permission of the Business Manager of the Local Union in whose jurisdiction the work is being performed. This Agreement does not cover street lighting.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

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**SEP 28 1998**

Div. of Labor Statistics & Research  
Chief's Office

**Section 3.02.** The parties to the Agreement in the area where the employer's permanent shop is located shall negotiate a Health and Welfare Plan. If mutually agreed, the signatory employer covered under this Agreement may provide an employer paid medical insurance plan.

## **ARTICLE IV**

### **HOURS - WAGES - WORKING CONDITIONS**

**Section 4.01.** Eight (8) consecutive work hours with thirty (30) minutes for a meal period shall constitute a work day and forty (40) hours within five consecutive days (Monday through Friday or Tuesday through Saturday) shall constitute a work week.

**Section 4.02.** All hours worked over eight (8) in one (1) day shall be paid at one and one-half times the regular rate of pay. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time and one-half the straight time rate of pay.

**Section 4.03.** All hours worked on Sundays and the following holidays: New Years Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Christmas Day, Memorial Day and the Fourth of July, shall be paid for two (2) times the regular rate of pay.

**Section 4.04.** No work shall be performed on Labor Day except in case of emergency and then only with the approval of the Business Manager of the Local Union.

**Section 4.05.** Shift Work - When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

**DAY SHIFT** - The first shift shall be worked between the hours of 7:00 a.m. and 3:30 p.m.. Workman on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

**SWING SHIFT** - The second shift shall be worked between the hours of 3:30 p.m. and 11:30 a.m.. Workman on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus 10%.

**GRAVEYARD SHIFT** - The third shift shall be worked between the hours of 11:30 p.m. and 7:00 a.m.. Workman in the graveyard shift shall receive eight (8) hours pay at the regular hourly pay rate plus 15%.

A lunch period of thirty minutes shall be allowed on each shift. All overtime worked required after the completion of a regular shift shall be paid one and one-half times the "shift" hourly rate.

**Section 4.06.** When Employees are required to travel to jobs overnight, the first four (4) hours of travel outside the regular work day, as described in Section I above, shall be compensated at the straight time rate. All travel hours over four (4) will be paid at overtime rate. All reasonable expenses shall be reimbursed by the Employer.

**Section 4.11.** On all jobs a Journeyman Inside Wireman will be designated Foreman and be paid according to the terms and conditions of the Inside Wireman Agreement between IBEW Local 100 and NECA.

**Section 4.12.** Wages shall be paid weekly not later than quitting time on Friday, or designated day agreed to by both parties to this Agreement and not more than five (5) days may be withheld at that time. Any workmen laid off or discharged by the Employer shall be paid all his/her wages immediately.

**Section 4.13.** The Employer shall furnish all necessary tools and/or equipment to properly perform the work. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for storing of such tools and /or equipment.

## ARTICLE V

### VACATION/HOLIDAY

**Section 5.01.** Vacation with pay shall be granted to all permanent Employees as follows: Five (5) working days annually after 1750 cumulative hours of employment and ten (10) working days annually after 3500 cumulative hours of employment.

**Section 5.02.** Vacation pay will be the Employees straight time rate at the time vacation is taken.

**Section 5.03.** The Employee shall notify his Employer six weeks before the vacation begins unless mutually agreed to otherwise between the Employee and the Employer.

**Section 5.04.** In selecting a vacation time, if two (2) or more Employees desire the same time off, preference will be given to the Employee with the highest number of cumulative hours employment.

**Section 5.05.** No more than twenty percent (20%) of the Employees in any shop shall be granted their vacation at the same time unless agreed to by the Employer.

**Section 5.06.** Vacation time off must be taken within a year following eligibility and may not be accumulated from one vacation year to the next.

**Section 5.07.** Holiday pay. Holidays recognized as covered by this Agreement for bargaining unit employees who have completed their probationary period shall be New Year's Day, Memorial Day, 4th of July Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. An Employee shall be paid eight times his/her straight time hourly rate for each of the above Holidays provided they have worked the scheduled work preceding the Holiday and the scheduled work day immediately following the Holiday.

**Section 5.08.** If a Holiday falls on Saturday, the previous Friday will be observed as the Holiday. If a Holiday falls on Sunday, the following Monday will be observed as the Holiday.

HOLIDAYS: